

**LEGAL SERVICES
AND FEE AGREEMENT
(HOURLY/RETAINER)**

IN CONSIDERATION OF THE LEGAL SERVICES TO BE RENDERED AND LEGAL ADVICE TO BE PROVIDED, according to the following paragraphs, the undersigned client(s), (**Distributor**), retains the (hereinafter "the Law Firm") to represent it regarding Annuity Income Stream Transfer transactions for its purchasers. Client understands that the Law Firm only represents (**Distributor**) in these transactions and not the buyer, seller or any other entity other than client.

Attorney's fees for these transactions will be on a flat fee basis as follows:

Additionally, for each UCC-1 that is to be filed by the Law Firm, there shall be an additional \$100.00 paid to law firm, **PLUS the appropriate State UCC filing fee.**

Fees shall be paid to the law firm when the transaction is "closed" by the law firm. (A "closed" transaction shall be defined as one where all documents are complete and the law firm has approved the sale for funding and funding is transmitted to the seller, client and buyer by the law firm.)

This agreement applies only to the attorney's services through a period ending with the final closing, the UCC filing (if required) , and the verification of the appropriate insurance issuance. An increase in attorney fees must be negotiated for further services to be performed or other similarly suitable arrangement. Specifically, this does not involve the ongoing funding of a case, the making a life insurance claim, investigating an impaired case or litigating the case

4. COSTS:

CLIENT IS RESPONSIBLE FOR PAYING ALL COSTS INCURRED ON HIS/HER BEHALF AND WILL BE BILLED MONTHLY FOR PAYMENT OF SUCH. FAILURE TO PAY COSTS WITHIN 15 DAYS OF RECEIPT OF A COST BILL IS GROUNDS FOR THE ATTORNEY TO WITHDRAW AS COUNSEL ON THE CASE. A "cost" related to a law case is money expended, paid, or charged or payable to a third person for something related to the law case. Costs do not include attorney's fees and are separate from and in addition to attorney's fees.

In this representation, the law firm has not agreed to advance any fees. However, if costs are required to be incurred on client's behalf, client shall repay any costs within 15 days of those costs being incurred.

5. INTEREST:

All bills are due and payable as set forth herein. Failure to pay any bill within 30 days of when due shall incur interest charges at the rate of 1% per month of the outstanding balance per 30 days overdue. Additionally, failure to make payment shall be a reason for the law firm to immediately terminate representation.

6. SCOPE OF ADVICE/REPRESENTATION:

Law firm hereby represents that no member of the firm or its' staff is competent to provide tax advice, or securities advice to you or your entity. Any questions regarding securities advice or tax advice should be directed to another firm with appropriate tax and/or securities experience.

7. ASSOCIATE COUNSEL:

You authorize the law firm to associate other attorneys with the law firm in the performance of the duties in this agreement. Any associated attorney will be just as responsible for the performance of the duties required by this representation as is the law firm. The law firm and any associate attorney(s) may agree amongst themselves as to how any fees paid pursuant to this contract will be split between them. In no event will the existence of any associate counsel who acts with the law firm in the prosecution of your claim affect the amount of fees you pay under this contract. The amount of fees you pay is limited to the above and any agreement between associate counsel and the law firm will be based upon the specific fee set forth above and will be decided between the law firm and associate counsel.

8. ATTORNEY(S) RIGHT TO WITHDRAW:

The attorney(s) may, consistent with rules promulgated by the South Carolina Supreme Court and with any order of a court or tribunal, withdraw at any time by giving a reasonable written notice. If the attorney(s) withdraws, the attorney(s) shall be reimbursed for any and all costs advanced and fees incurred. Client agrees to provide and maintain current address and employment telephone information with the firm, to promptly return letters and or telephone calls requesting contact and to meet with the attorney(s) as requested. Client agrees to consider all facts, advice, and

recommendations of the attorney regarding the covered matter. Any failure of the client to abide by those provisions shall be deemed by the law firm as a consent to withdrawal.

9. CLIENT'S RIGHT TO TERMINATE AGREEMENT:

As a client, you have a right, at any time you become dissatisfied with the law firm's service to inform the law firm that its' services are no longer needed and that you wish to terminate this contract. In the event that you wish to terminate the relationship with the law firm, you will be required to sign a written acknowledgement that the law firm will not serve as your attorneys' of record any longer and release the law firm of further obligations and you will be required to sign a consent order for submission to an appropriate court or tribunal relieving attorneys as counsel before your file will be released to you. Should the client terminate the relationship hereunder then the client shall be responsible for paying any costs advanced on the file and fees incurred on behalf of client to the point of the termination before the attorney shall be required to release the file.

10. FILE STORAGE POLICY:

Due to the limited storage facilities and volume of cases handled by the law firm the law firm hereby sets forth its' file storage and retention policy as follows. Your file will be maintained by the law firm for a period of no less than six (6) years after the case is closed or as provided by the South Carolina Rules of Professional Responsibility. Thereafter, it is subject to destruction without notice to client. For approximately one (1) year after your case is closed, it will be kept on-site at the law firm's offices. Thereafter, it will be kept at a storage facility. At some point after expiration of the six (6) year period, your file will be destroyed. You have a right to request a copy of your file or any original documents belonging to you at any point during the pendency of your case or subsequent to the conclusion of your case until your file is destroyed. However, should you request a copy subsequent to the conclusion of your case then the law firm has a right, to be exercised in its' sole discretion, to request that you pay a reasonable copying fee. (You will only be asked to pay a reasonable copying fee if your file is voluminous.)

11. ASSIGNMENT:

By signing below, client hereby irrevocably grants and assigns to the law firm of [REDACTED] its fees as outlined in this contract and agrees that this assignment is irrevocable and enforceable against any and all rights client has to any benefits or monies that may be paid to client or on client's behalf.

The assignment shall supersede and be superior to any and all assignments previously executed by client to any individual or entity relating to the same benefits or monies. This assignment cannot be revoked by client after client's case has been settled, tried or at such point as monies or benefits have been procured for client or on client's behalf.

Signed this 14 day of October, 2013

[REDACTED]

Distributor

[REDACTED]

**LEGAL SERVICES
AND FEE AGREEMENT
(CONTINGENCY)**

**IN CONSIDERATION OF THE LEGAL SERVICES TO BE RENDERED AND
LEGAL ADVICE TO BE PROVIDED**, according to the following paragraphs, the undersigned client(s), [REDACTED] (**Distributor**), retains the [REDACTED]
[REDACTED] (hereinafter "the law firm") to provide escrow services for transactions involving income stream sales via the firm's IOLTA account.

The attorney(s) accept said employment and are authorized to prosecute and pursue such claims on the client's behalf and to effect a compromise, subject to client's approval, and to institute such legal action as may be advisable in the attorney(s)' judgment to enforce client(s)' rights. The attorney will not settle client's case without client's approval.

Upon signing of this agreement, Client agrees to pay a lump sum fee or retainer of \$300.00 per year of estimated annuity stream funding. This fee shall be treated as an "advanced fee" under RPC 1.5. \$600.00 of the fee will be disbursed immediately and not maintained in a separate trust account. The remainder of the fee shall remain in a trust account to be disbursed yearly in increments of \$300.00 per year after the second year of escrowing. However, if the case terminates early, client shall be entitled to a refund of any reasonable fees that are not earned under the following billing method:

- 1) A **\$600.00** advanced fee for the setup of the accounts and initial funding throughout the first two years of escrow period;
- 2) A **\$300.00** per year for every year of escrowing after the second year; and
- 3) A **\$500.00** administrative fee if the case terminates early.

This agreement applies only to the attorney's services listed above and does not involve the closing of the transaction, making a life insurance claim, or litigating the case. If suit must be filed, then an increase in attorney fees must be negotiated for further services to be performed in the form of an increase in the contingency percentage, an additional flat fee or other similar suitable arrangement. If no agreement for additional services is reached, then the client is deemed to have terminated the attorney.

4. COSTS:

CLIENT IS RESPONSIBLE FOR PAYING ALL COSTS INCURRED ON HIS/HER BEHALF AND WILL BE BILLED MONTHLY FOR PAYMENT OF SUCH. FAILURE TO PAY COSTS WITHIN 15 DAYS OF RECEIPT OF A COST BILL IS GROUNDS FOR THE ATTORNEY TO WITHDRAW AS COUNSEL ON THE CASE. A "cost" related to a law case is money expended, paid, or charged or payable to a third person for something related to the law case. Costs do not include attorney's fees and are separate from and in addition to attorney's fees. The costs of your lawsuit may be advanced by the law firm and any costs advanced by the firm shall be paid upon invoice. Further, any unpaid amounts shall be permitted to be distributed of any monies received by any settlement, judgment or otherwise and costs are in addition to any fees payable. Unpaid costs may also be deducted by the law firm from the client's portion of the monies disbursed. Costs are the responsibility of the client, regardless of the outcome of the case.

Costs include, but are not limited to, the following: a) postage, b) photocopy expenses, c) photography expenses, d) facsimile expenses, e) telephone and long distance expenses, f) expenses associated with mediation/arbitration, g) overnight express charges, h) deposition charges, i) expert witness charges, j) filing and other fees paid to courts, k) process server and other service related charges l) medical records procurement fees, m) doctor(s)' charges for opinions and any other monies paid to third persons as a part of your case, and n) mileage, lodging and travel costs, including hotel, airfare, meals, etc. The foregoing is not an exhaustive list of costs. Certainly, you will likely not incur all of the above costs. You will be provided monthly a bill detailing all costs incurred and charged to the file and advanced by the law firm. Monthly cost bills are payable upon receipt and in every case should be paid no more than 15 days from receipt by client.

If the firm, in its' discretion, borrows money from a lending or similar institution to finance the costs of your case, the interest on the borrowed funds shall also become a cost advanced by the firm to be reimbursed by you. You will be given notice and periodic accountings of the funds so utilized for costs and interest accrued.

5. INTEREST:

All bills are due and payable within 15 days after receipt. Failure to pay any bill within 30 days of receipt will incur interest charges at the rate of 1% per month of the outstanding balance per 30 days overdue.

6. TAX ADVICE:

Law firm hereby represents that no member of the firm or its' staff is competent to provide tax advice to you regarding taxation issues on any settlement or judgment proceeds or any other monies you may receive. If you have any questions regarding whether or not the monies you seek and may receive will be taxable or to what extent they will be taxable you should consult an appropriate tax professional for such advice.

7. ASSOCIATE COUNSEL:

You authorize the law firm to associate other attorneys with the law firm in the prosecution of your claim. That attorney will usually be just as responsible for your case as is the law firm. The law firm and any associate attorney(s) may agree amongst themselves as to how any fees paid pursuant to this contract will be split between them. In no event will the existence of any associate counsel who acts with the law firm in the prosecution of your claim affect the amount of fees you pay under this contract. The amount of fees you pay is limited to the above and any agreement between associate counsel and the law firm will be based upon the specific fee set forth above and will be decided between the law firm and associate counsel.

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The attorney(s) may, consistent with rules promulgated by the South Carolina Supreme Court and with any order of a court or tribunal, withdraw at any time by giving a reasonable written notice. If the attorney(s) withdraws, the attorney(s) shall be reimbursed for any and all costs advanced and fees incurred. Client agrees to provide and maintain current address and employment telephone information with the firm, to promptly return letters and or telephone calls requesting contact and to meet with the attorney(s) as requested. Client agrees to consider all facts, advice, and recommendations of the attorney in making decisions regarding the case or matter. Any failure of the client to abide by those provisions shall be deemed by the law firm as a consent to withdrawal.

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As a client, you have a right, at any time you become dissatisfied with the law firm's service to inform the law firm that its' services are no longer needed and that you wish to terminate this contract. In the event that you wish to terminate the relationship with the law firm, you will be required to sign a written acknowledgement that the law firm will not serve as your attorneys' of record any longer and release the law firm of further obligations and you will be required to sign a consent order for submission to an appropriate court or tribunal relieving attorneys as counsel before your file will be released to you. Should the client terminate the relationship hereunder then the client shall be responsible for paying any costs advanced on the file and fees incurred on behalf of client to the point of the termination before the attorney shall be required to release the file.

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conclusion of your case until your file is destroyed. However, should you request a copy subsequent to the conclusion of your case then the law firm has a right, to be exercised in its' sole discretion, to request that you pay a reasonable copying fee. You will only be asked to pay a reasonable copying fee if your file is voluminous.

11. ASSIGNMENT:

By signing below, client hereby irrevocably grants and assigns to the law firm of Upstate Law Group, L.L.C. its fees as outlined in this contract and agrees that this assignment is irrevocable and enforceable against any and all rights client has to any benefits or monies that may be paid to client or on client's behalf as a result of any Court Order awarding fees and costs.

The assignment shall supersede and be superior to any and all assignments previously executed by client to any individual or entity relating to the same benefits or monies. This assignment cannot be revoked by client after client's case has been settled, tried or at such point as monies or benefits have been procured for client or on client's behalf.

Signed this 14 day of October, 2013



Client #1/



SCHEDULE A**BUYER'S ESCROW AND PAYMENT PROCESSING SERVICES***Effective to May 1, 2013*

SCHEDULE OF FEES AND CHARGES	COST	DESCRIPTION
Wire Transfer - Domestic		
Incoming	\$0.00	
Outgoing- First wire is free	\$0.00	per case
2nd, and additional wires	\$10.00	per wire
Return Deposit Item	\$36.00	per item
Check	\$10.00	per check
Stop Payments	\$36.00	per check
Copy of Check	\$10.00	per check
Copy of Payment History	\$20.00	per item
Research	\$25.00	per hour
Notary Service	\$10.00	per item
Incorrect Account Information	\$25.00	per month

Print Buyer Name

Signature

10 (month) 14 (date) , 2013

BUY THE PARTIES' SIGNATURES ABOVE, PARTIES AGREE TO THE TERMS, FEES AND COSTS LISTED ABOVE. FURTHER, PARTIES AGREE AND ACKNOWLEDGE THAT THE FEES AND COSTS ARE SUBJECT TO CHANGE WITH 30 DAYS NOTICE.